

## Please review Terms and Conditions

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### Terms and conditions for “Wamd” service for sending and receiving money from Boubyan Bank

**“Wamd” service is provided by Boubyan Bank in accordance with these terms and conditions:**

#### 1. Introduction

“Wamd” service is one of the electronic payment services approved in Kuwait. By using the service, you are subject to the terms and conditions contained in the terms of the payment service, later referred to as (“Terms”). In the event of any conflict between the Arabic version of the terms and any other version in another language into which it was translated, the text in Arabic shall prevail. By registering and using the service you agree to the following terms and conditions, so please read them carefully.

#### 2. Definitions

- **Account** means the current account, savings account, or any account in KWD with Boubyan Bank, provided that it is active.
- **Customer** or You means the owner of the bank account from Boubyan Bank.
- **Application** means the Boubyan Bank Mobile Banking application for smart phones.
- **Passcode** means the secret code required to open any device, including passwords, pass patterns or recognitions, i.e. Touch ID or Face ID, (where applicable), depending on the settings set by the customer.
- **Third Party** means the company that provides the payment/transfer service that enables the customer to pay using it, which is K-Net.

#### 3. Wamd Service Overview

- Wamd service is a service provided in cooperation with K-NET through a smartphone application that allows you to make purchases and transfers using a Kuwaiti phone number licensed and registered with Boubyan Bank as the customer’s phone number.
- The service enables you to transfer money from your account to the accounts of users registered in the service by entering the recipient’s phone number.
- The service also enables you to receive money from “Wamd” service users at any of the local banks that support the service by linking one of your bank accounts with Boubyan Bank and your phone number, and receiving payments and transfers via “Wamd” on your phone number in the Boubyan account that you have chosen.

## 4. Wamd Service Overview

Wamd service consists of a range of services including the functions of managing an alias, sending money, requesting payment, and requesting a refund.

- **Alias functions** Includes alias registration, alias deregistration, alias suspension, and alias transfer.
- **Send money** This service allows you to send money to another customer in another bank, provided that the recipient is registered in the service under a pseudonym, and it is not required that you be registered under a pseudonym if you want to send money.
  - .Maximum transmission limits are determined by the limits table in the application
- **Receiving funds ( also known as Request to Pay )** You can apply for funds from another client. In this case, both you (the recipient) and the sender must be registered under pseudonyms in the Wamd service.
- **Request a refund** If you want to recover sent funds for any reason, you must submit a request to recover sent funds within a period not exceeding 24 hours from the time the funds were sent. The recipient can respond to this request within a period not exceeding 7 days by accepting or rejecting it without any responsibility on the recipient in responding. The request must be for the full amount sent, as it is not possible to request a refund of part of the amount sent at this stage.

## 5. Wamd Service Usage

1. **Basic usage requirements** to be able to use “Wamd” service Through Boubyan Bank , you must have an active account with Boubyan Bank, an active Boubyan Bank application for smartphones , and an Internet connection and operating system compatible with the service are also required. All of these factors may affect whether or not you can use the Service and the overall quality of the Service’s performance. Users, as consumers, must ensure that they meet all requirements necessary to start using the Service.
2. **Getting started (sending money)** Payment and transfer can be started to any phone number registered in “Wamd” service in Kuwait once you agree to the terms and conditions.
3. **Starting to use (receiving and requesting funds)** You must choose and link the account that will be used to receive funds via your phone number registered with Boubyan Bank in the customer’s file and on which you receive messages related to the account and the OTP code for transfers.
4. You can adjust “Wamd” service settings using the Boubyan Bank application on your device.
5. **The use of “Wamd” service** is your use of “Wamd”service governed by these terms and conditions, provided that it is compatible with the terms and privacy policies in effect at Boubyan Bank. Nothing in these terms constitutes a basis for changing the terms and privacy policies agreed upon by the bank. You hereby acknowledge that you allow “Wamd”service to obtain information from the bank so that it can view the details of the purchase transactions in their complete form, and also view the record of your transactions through this service . You hereby acknowledge that you will not use “Wamd”service for illegal or fraudulent purposes, or that violate the applicable laws and regulations. You also acknowledge and agree not to interfere with, disrupt, or misuse “Wamd”service (directly or indirectly), including all of its servers, networks, or associated infrastructure. You acknowledge full responsibility for your activities conducted through the Service. The scope of accountability extends to cover every case of misuse that results in harm to “Wamd”service or to the payment network , its workers, and related payment systems. You acknowledge that your use of the Service is personal and does not bear any responsibility Boubyan Bank has no responsibility for you, or your accounts with other parties . You acknowledge that when you use Boubyan Bank cards for “Wamd”service, you are responsible for the security of your device that runs the Boubyan application for your account , including, but not limited to: verification using facial recognition technology, fingerprint recognition, pattern recognition, and so on. It is your absolute responsibility, as the owner of the device, to protect these identification details from unauthorized individuals to prevent any fraudulent transactions from occurring in your bank account. Boubyan Bank does not bear

responsibility in the event of unauthorized transactions carried out by external parties through the service application . and not through the account holder. /actual device

6. **"Wamd" service can be removed** at any time through the Boubyan application by deregistering the alias (phone number) from the list designated for "Wamd" service.
7. If the customer requests to change his phone number linked to the bank account, "Wamd" service will be automatically cancelled, and the customer must reactivate it.
8. **You acknowledge here**, you use "Wamd" service within the limits of transactions permitted in payments from "Wamd" service and/or the payment network service for your purchases, and the bank has full right to amend the limits of operations without prior announcement.
9. Transfers executed through "Wamd" are considered final and not subject to dispute. However, if you feel that there are any suspicious transactions on "Wamd" regarding your accounts, you should contact our customer support team.
10. The Bank reserves the right to modify, suspend or terminate any functionality of the Service at any time without prior notice.
11. By using the Service, you agree to comply with all applicable laws and regulations.

## 6. Privacy

The privacy policy for the "Wamd" service describes the controls that must be observed when dealing with personal information when using the "Wamd" service, and it is provided to owners of Eligible accounts and their use thereof are governed by the bank's privacy policy. Your use of the "Wamd" service Subject to the provisions contained in the terms of service for the "Wamd" service, which describe in detail the services included in this privacy document . Terms written in bold that are not defined in the "Wamd" service privacy document. It will have the meanings assigned to it in the terms and conditions of service for the "Wamd" service.

## 7. The Information We Collect

In addition to the information recorded on the card and Boubyan Bank's privacy policy, we may collect the following information:

1. **Registration information:** When you register for the "Wamd" service , you create a link between the "Wamd" service platform and your bank account identified with the service. Depending on the "Wamd" services you use, and in addition to the information recorded in Boubyan Bank's privacy policy, in some cases you may be asked to send more information or .answer additional questions to help verify your identity.
2. **Transaction information:** When you perform transactions through the "Wamd" service , we may collect information about them, including, but not limited to, the date, time, and amount of the transaction, future data, and an explanation .of the reason for performing the transaction

3. **How we use the information we collect:**

We value the privacy of your personal data and are committed to protecting it in accordance with relevant laws and legislation. We use the information you provide to us for purposes related to "Wamd" customer service and to protect you from fraud attempts, electronic phishing, and other forms of exploitation. It can also be used to assist other parties in providing the products or services you request from them, as well as to monitor your operations carried out in the "Wamd" service to ensure your compliance with the terms of service, and in decision-making processes regarding the operations you will conduct in the future through the "Wamd" service , and for other regulatory considerations related to the business. Regarding your operations via the "Wamd" service . Your registration information is saved as a link record in your "Wamd" service wallet. We may retain the information you provide to us for long periods in order to comply with legal process and regulatory obligations.

The data is transmitted securely through the Shared Automated Banking Services Company (KNET) K.S.C. KNET - Other than that, your data will not be shared with any other third party except with your explicit consent or when requested by the regulatory and legal authorities to do so.

**4. Information we share:**

We will only share your personal information in the following circumstances

- a. If necessary, to process your transactions and maintain your account.
- b. If this information is requested by any governmental entity pursuant to a judicial order or as requested by regulatory authorities.
- c. For example, when you make purchases or financial transactions using the Service's application, we make sure that your personal information is available to your merchant.
- d. When you visit a participating merchant's website or use an app, the merchant may check whether you have a "Wamd" wallet that contains an accepted payment method.
- e. (When the cardholder registers the card in the "Wamd" service, the default card number will be generated for use in the "Wamd" service only, and therefore the card number and details will not be displayed to the merchant) Thus, its use is with the aim of reducing the possibility of displaying unusable features on that site or Application. This Privacy Policy does not cover any information provided directly to, provided by, or provided on a non-participating merchant's website or application, and we are not responsible for the privacy practices and security precautions followed by merchants or other third parties with whom you decide to share your personal information directly, and we We encourage you to review the privacy policies of any third party with whom you decide to share your personal information directly.

**5. Information Security**

The degree of security of your wallet in the "Wamd" service depends on the extent to which you maintain the confidentiality of your passwords, personal identification codes, and other login information. If you share your personal information, including your device, with external parties, this may give them the ability to use Your bank accounts and personal information, which may result in unauthorized payments. It is your responsibility to keep your devices and the service application on them away from others' use, including maintaining the confidentiality of your passwords and personal identification codes and not sharing them with anyone. It is also your responsibility to alert the bank issuing your card if you become certain that there are risks that threaten the security of the information in the service application or your bank card information. It is your responsibility to maintain the confidentiality of your bank card information in order to avoid any transactions that you have not authorized as the legitimate card holder. When you perform a transaction, you acknowledge that you are the authorized user to use the device using the number on the bank card within the service application.

**Note:** In the event of any disputes arising in payment transactions made using the service's application, contact the bank and follow the appropriate procedures of the other party to the process to submit claims in accordance with the laws of Kuwait in a way that does not violate the provisions of Islamic Sharia.